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KERALA GAZETTE

EXTRAORDINARY

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BOARD OF REVENUE

Tender for the supply of Jaggery Arrack.

1. Sealed tenders are invited for the Supply of Jaggery Arrack for the supply to the Independent Arrack shops in the Kerala State for the year 1961-62. The tenders should be in the form prescribed which can be obtained from the Office of the Board of Revenue, Trivandrum. The tenders which are not in the prescribed form are liable to be rejected. The requisition for the forms has to be made in writing stating clearly the full address of the intending tenderer. The tenders are to be submitted State-wise and District-wise with the earnest money noted against each.

(a) Tender for the whole State.	Earnest money Rs. 2,000.
(b) Tender for the Districts of Quilon, Alleppey, Kottayam, Ernakulam and Trichur separately.	Earnest money Rs. 500 each

2. Tenders not accompanied by the requisite earnest money will be rejected. Earnest money of the unsuccessful tenderers will be returned after the tenders are settled and that the successful tenderers adjusted towards securities that have to be deposited for the successful fulfilment of the contract. No Interest will be paid for the earnest money deposit.

3. Tenders should be sealed and superscribed "Tender for the supply of Jaggery Arrack for 1961 62 and addressed to the Secretary, Board of Revenue, Trivandrum, so as to reach him before 3 p. m. on 26th December 1960. No tenders received after the specified time will be accepted. The tenders will be opened by the Second Member, Board of Revenue or by the Secretary, Board of Revenue at 3 p. m. on 26th December 1960 in the Office of the Board of Revenue in the presence of such tenderers or their nominees who may be present at the time. The Second Member reserves the right of rejecting or accepting any tender without assigning any reason therefor.

4. The successful tenderer shall also execute an agreement for the due fulfilment of the contract within the period to be specified in the letter from the Board intimating the acceptance of his tender.

5. The successful tenderer shall before signing the agreement and within a fortnight after the acceptance of his tender has been intimated to him, deposit a sum of Rupees twelve thousand five hundred in case of the State tender and Rupees four thousand each in the case of District tenders.

6. The tenderer has to manufacture and supply arrack from the Distillery established by him in the State.

7. The arrack to be supplied shall be of 25° U.P normally. In case arrack of different strength is requisitioned, the price to be paid will be in the proportion of the alcoholic contents in the supply.

8. The distillation for the supply shall be conducted in an approved Distillery in accordance with the rules applicable to the distilleries as existing at present, or modified from time to time and in accordance with the instructions issued by the Board of Revenue or any Officer appointed in that behalf.

9. The molasses and other material used in the distillation should be of good quality, the quality approved by the Board and no ingredient noxious to health shall be used in the distillation.

10. The Saccharometers, Hydrometers, and Thermometers approved by the Board of Revenue shall be kept in the Distillery for the purpose of testing Wash and Arrack.

11. All the rooms, plant, vessels and the surroundings of the Distillery shall be kept scrupulously clean by the contractor.

12. The contractor shall open and maintain the warehouses for each District as shown below to store underbond arrack subject to such rules in that behalf as may be prescribed by the Board of Revenue from time to time.

Quilon District:—	Quilon, Adoor, Karunagapally, Pathanamthitta.
Kottayam District:—	Changanacherry, Kottayam, Mundakayam, Lalam Vaikom, Pallivasal.
Alleppey District:—	Mavelikara, Haripad, Thiruvella, Alleppey, Sherthalai
Ernakulam District—	Perumbavoor, Alwaye, Parur, Ernakulam, Muvattupuzha, Thodupuzha.
Trichur District:—	Trichur, Irinjalakuda.

13. The rontrartor shall at his own cost arrange for the tran port of Arrack from the Distillery to the wareheuse and he shall adopt all safeguards against any loss ef arrack in transit or in storage and carry out such instructions as may be directed by the Boerd of Revenue.

14. Whrrever Govrrnment buildings intended for use es warehouses ere available, the contractor shall use only such buildings for worehouse purposes alter paying such reasenablr rrnt for them as may be determined by thr Beard el Revenue end in such places where no such Govrrnment buildings are available the rontractor shall use as wareheuses only such privete buildings as are approved hy the Board of Revenue.

15. The rontractor shall supply each warehouse with a Hydrometer, Thermometer and a testing glass of a variety approved by the Board of Revenue.

16. Arrack stored in wareheuses shall be stored either in vats er casks previously gauged and the capecity of such vessel being legibly cnt, branded or painted on the same. The rontracter shell be responsible for the correctness of the gauging. The necessary dip red and gauging table sheuld also be provided by the contractor.

17. The warebouses shall be under double leck and key, the key of one lock remaining with the Excise Inspector or other officer appointed to be in charge of the wareheuse end the key ol the other lock being with the contractor's agent employed at the warehouse.

18. The warehouses shall be subject to Inspection by eny officer of Government deputed or authorised on that behalf.

19. The Contractor shall keep always in stock in the Distillery and in all the warehouses, the arrack required to cover a demend for one month. He shall in addition to the minimum stock ef Arrack referred to above maintain in the Distillery and warehouses stock of errack or raw materiels necessary for its menufacture, required for a period not less than three months. Provided that if the stock falls short ef the minimum quantities referred to above it shall be lawful and competent for the Board to make arrengements fer supplying such quantities of arrack or raw materials required to make up the minimum the cost and charges thereof being recovera le from the contracter, in eny menner te be determined by the Boerd of Revenue provided alse in the event of failure of the contractor to keep such minimnm quantities as aforeseid. He shall also be lieble to pay the Government a penalty not exceeding Rs. 200 es delermined by the Board of Rrvenue.

20. The Contractor shall supply arrack only to wholesale arrark drpots. He has also te supply arrack to other persons as may be dirrcted by the Board.

21. The contractor shall supply arrack distilled from molasses or jaggery running of standard quality uncontominated by careless and long storage. The arrack issued shall be of good quality. It shall be lawful to the shop keepers to complain about the quality of arrack supplied before it is taken delivery of from the warehouses. The validity of such compleints shall be decided by the Beard of Revenue, whose decisions shall be final and binding on the centrarter.

22. The rontracter shall Issue orrack to those entitled to demand the same with all reasonable expedition.

23. The contrartor shall conform to the proredure hereunder laid dewn in regard to the issue of arrack from the distillery and the warehouses maintained by him.

i. No arrack shall be issued by the contractor without receiving an order in writing therefor from the Offirer in cherge of the Distillery or warehouse from whirh the issue has to be made and without examining end satisfying himself frem the Treasury receipt which shall accompany the order for issue that the full ameunt of duty and other charges, if any, due to the Government on the qnontity of errack specified in such order has been duly poid.

ii. The duplicate of the seid order for issue shall be signed and rrturned by him together with the treasury receipts bearing the certificate as per the next following sub rlause to such officer after marking therein the time of the receipt of the order.

iii. On the reverse of the treesury receipts whirh shall eccompeny surh order for issne, the contrartor shall enter the amount of the cost price due to him on the quantity specified in the erder fer issue at the rates agreed to by the conrector and shell also certify therein thet the rentrartor hes rereivrd in cash the said rost price.

24. The contrector shell issue arrack to the licensees sperified in clause (22) supra within (48) forty eight hours (exclusive of intervening recognisrd public holidays) of the receipt of the erder for the issue ef arrack und on failure to do so, surh penalty for the same as may be fixed by the Beard of Revenue and not exceeding Indian Rupee (1·25) One and twenty five nP. per diem per litre not so supplied during the period of such failure sball be peid by the contractor and it shall be lawlul end competent for the Government to realise such penalty out of any sums that may be due to the contraclor from Government er from the security deposited by the contractor for the fulfilment of the contrart and by proceedings under the Revenue Recovery Act for the time being in forre er in any other manner the Government may deem fit. Provided that en the centracter's failure to supply the arrack demended by the licensees, It shatl be lawful to the Beard of Revenue to make any arrangements it deems fit for the supply ol the required quantity ot arrack to be issued to the seid licensees and it shall be competent for the Government to realise from the contrector by proceedings nnder the Revenue Recovery Act or in any menner the Government mey deem fit all the cost ol charges incurred by reason of such supply as well as any less which the Gevernment may sustain en arceunt er duty or other wise. Providrd elso that notwithstanding anything said abeve, the centrector shall issue arreck to the licensees on the first day ol the period ef contreel entered into with independent arrack shop keepers without insisting on the time limit of 48 hours.

25. That all or any sums of money found at any time due from the rontroctor to the Government moy be oppropriated from its deposit or moy be recovered by atta hment and sale of aoy or all of its movable or immovable properties or both nnder the provisions of any law for the time heing in force relating to the recovery of the arrears of lond revenue and any money appropriated frem the contractor's security deposit as stated above shall be replaced by him within 15 days of receipt of notice to that effect from the Board of Revenue and the failure to recoup the serurity within the prescribed time will entail on the controctor the ronsequences described in the next snceeding clause.

26. That if by the contractor's neglect or non-performance of all or any of the provisions above, any loss were to accrue to the Government and if such loss were appropriated by the Government from its deposit, then and in such case the whole or any amount that may be required after such appropriation to bring up the deposit to the full amount mentioned in clause (5) supra shall be paid to the Government by the contractor within 15 days of the receipt of notice to that effect and in case such amounts are not so paid in, it shall be lawful for the Government to cancel this agreement and make any other arrangement for carrying out the provisions and terms of the contract, the contractor being held responsible for any loss that may ensue to the Government by such arrangement but not being entitled to any profit accruing to Government therefrom.

27. On the expiry, cancellation or forfeiture of the license or termination of the privilege under the contract the balance of liquor in hand in the distillery, in the warehouses and the vessels in transport shall be forthwith surrendered to the Board of Revenue which shall be disposed of as thought fit by the Board.

28. That it shall be lawful for the contractor to commence distillation or, if permitted by the Government to import arrack, one calendar month before 1st April 1961 and the contractor shall submit to such conditions regarding passes etc., as may be laid down by the Government and no arrack stored shall be sold or be allowed to pass out of the custody of the contractor or of his employees before the commencement of 1st April 1961 unless otherwise permitted by the Board of Revenue (or any other officer appointed from time to time in that behalf by the Government) for the outlying warehouses being supplied with arrack by the above-said date and the contractor shall have all such arrack kept in store in the Distillery in vats and not in casks.

29. That it shall be lawful and competent for the Board of Revenue (or any other officer appointed from time to time by the Government in that behalf) to order the destruction of the arrack which is in store or brought up to be gauged and passed outwards for consumption and which in the opinion of such officer is bad or unfit for consumption.

30. The Government may issue to the shop keepers any quantity of arrack forming part of the unissued balance remaining in the distillery and warehouses on the last day of the contract at such rates as the Government may deem proper (and as may be mutually agreed to by the contractor and the Government). In case any quantity of arrack taken from the previous contractor is found to differ in strength from the recognised strength at which such arrack is issued from the Distillery and warehouses the contractor shall take such quantity for the purpose of re-distillation or blending and give in lieu thereof without claiming compensation of any kind such quantity of arrack of the required strength as will be equivalent to the quantity in terms of proof strength taken by it for such redistillation or blending.

31. The contractor shall be bound to purchase during its contract period all arrack confiscated and appropriated by the Government and pay for the same such reasonable price as may be fixed by the Board of Revenue (or any other officer appointed from time to time by the Government in that behalf).

32. The contractor shall observe, perform and be subject to all the rules applicable to distilleries, warehouses and Excise Depots of the State, passed by the Government as also other general and special rules or orders relating to Distilleries warehouses or Excise depots issued by the Government and the contractor shall also cause all and every person or persons employed by him in the manufacture, carriage or issue of spirits to obey all such laws, rules and orders and contractor shall hold himself responsible for any disobedience by any such person or persons of any such law, rule or order.

33. The contractor shall agree to the account being taken of the stock of arrack from time to time at intervals not exceeding three calendar months in duration in the manner directed by the Board of Revenue (or any other officer appointed from time to time by the Government in that behalf) and pay the Government the duty for shortage for which the company shall not have rendered any satisfactory explanation, provided that if the shortage does not exceed one and a half per cent of the quantity stored within three calendar months mentioned above, such shortage shall be allowed for by way of wastage not being subject to any duty.

34. The contractor shall not any time during the continuance of the contract period either sub-rent or assign the whole or any portion or portions of the exclusive privilege granted to him or make any engagement with any person or persons or anybody or persons whether corporate or incorporate, which in the opinion of the Government may be deemed to be of the nature of a sub-rent or assignment.

35. The contractor shall not in the manufacture, carriage or sale of liquor employ any person afflicted with leprosy or any other contagious disease or any one convicted under any of the provisions of the Penal Code, or any law relating to Abkari, salt, opium, tobacco or customs revenue without previously obtaining the sanction of the Board of Revenue (or any other officer appointed from time to time in that behalf by the Government).

36. If during the continuance of the contract period the contractor were to be convicted of any offence under the provisions of the Penal Code, then from the time of such conviction and on account of such conviction he renders himself liable to forfeiture of the privilege granted to it by this agreement unless the Government direct otherwise.

37. The contractor shall keep in the Distillery and in the warehouse such accounts and maintain such registers as may be directed by the Board of Revenue and shall also furnish such returns and information as may from time to time be required by the Board of Revenue and the Assistant Excise Commissioner having control over the Distillery or warehouse shall be competent to call for and examine the accounts and registers maintained by the contractor.

38. The contractor shall not hold within his supply area any interest in the retail vend of arrack or without the permission of the Government, in the vend of toddy or other liquor or intoxicating drugs and he shall not employ any person, who has such interest.

39. In the event of default to carry out the contract satisfactorily and without break the contractor shall be liable to pay to the Government a penalty of Rs. 10,000 (Rupees ten thousand) for such default.

40. It shall be competent for the Board of Revenue to inflict on the contractor a fine not exceeding Rs. 100 for the infraction of any of the conditions of this contract, either by him or any person in his employment. The Board may also with previous sanction of the Government, order

for the forfeiture of his deposists and cancellation of his agreement, in such cases where such punishment is deemed necessary for the infraction.

41. In the case of any dispute between the Board and the contractor, the orders of the Government shall be final for the settlement of the dispute.

42. On failure to deposit the security or enter into the agreement within 15 days of the receipt of notice accepting the tender, the tender will be liable to cancellation and the tenderer will be liable for all the losses that may be caused hereby.

Office of the Board
of Revenue,
Trivandrum,
14-10-1960.

P. J. Francis,
Secretary
Board of Revenue.

KERALA EXCISE DEPARTMENT.

FORM OF TENDER.

Name of contract..
....

To

The Secretary,
Board of Revenue, Trivandrum.

Sir,

I/We hereby agree to abide by the conditions of the Tender notice dated...................... ....1960 of the Secretary, Board of Revenue, Kerala State, Trivandrum and this tender is submitted as per conditions of the tender.

Rate per bulk litre of arrack.
Rs. nP.

1. Districts for which tender is submitted.

2. Tender for the whole State.

Signature of the Tenderer.

Trivandrum.

Date..............

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